

# EXHIBIT "A"



**State of New Jersey**  
OFFICE OF ADMINISTRATIVE LAW

**ORDER APPROVING**

**PARTIAL SETTLEMENT**

OAL DKT. NO. EDS 15305-15

AGENCY DKT. NO. 2016 23411

**A.W. ON BEHALF OF N.W.,**

Petitioners,

v.

**PRINCETON REGIONAL BOARD OF  
EDUCATION AND PRINCETON  
CHARTER,**

Respondent.

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**Jaime Epstein, Esq.,** for petitioners

**Brett Gorman, Esq.,** for respondent Princeton Regional Board of Education  
(Parker McCay, P.A., attorneys)

**Cherie Adam, Esq.,** for respondent Princeton Charter (Adams, Gutierrez &  
Lattiboudere, LLC, attorneys)

Record Closed: November 20, 2015

Decided: November 23, 2015

**BEFORE JOHN F. RUSSO, JR., ALJ:**

This case arises under the Individuals with Disabilities Education Act, 20  
U.S.C.A. §§1400 to 1482. The parties have voluntarily agreed to resolve partial

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disputed issues in this matter and have entered into a partial settlement as set forth in the attached partial settlement agreement.

I have reviewed the terms of the partial settlement and I **FIND**:

1. The parties have voluntarily agreed to the partial settlement as evidenced by their signatures or their representatives' signatures on the attached partial settlement agreement. (J-1)
2. The Board resolution approving the partial settlement agreement is also attached. (R-1)
3. The partial settlement only disposes of some of the issues in controversy between them as set forth the part of the settlement agreement and is consistent with the law.
4. The remaining issues in dispute will be decided at the hearing scheduled for December 21, 2015.

Therefore, I **ORDER** that the parties comply with the partial settlement.

November 23, 2015

DATE



JOHN F. RUSSO, JR., ALJ

/mel

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APPENDIX

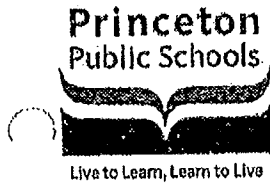
EXHIBITS

Joint:

J-1 Partial Settlement Agreement

For respondent:

R-1 Board Resolution Approving Partial Settlement



## Administrative Offices

25 Valley Road, Princeton, New Jersey 08540 t 609.806.4200

November 18, 2015

To Whom It May Concern:

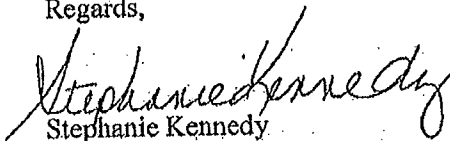
I, Stephanie Kennedy, certify that I am the duly appointed Secretary to the Princeton Board of Education. I further certify that at its Board Meeting held on November 17, 2015, the following resolution was adopted by the Board of Education:

Special Education Agreement

RESOLVED, that the Board of Education approve the special education settlement agreement #111715-11, on file in the Student Services Office and authorizes the Board President to sign the agreement for a sum not to exceed \$140,000.00, for the period of September 1, 2015 through June 30, 2017.

RESOLVED, that the Board of Education authorize the administration to execute the Special Education agreement with all the necessary documents. The agreement will be funded through general funds.

Regards,

  
Stephanie Kennedy  
Business Administrator/Board Secretary

EOS 15305-15 J-1

M.V. o/b/g M.V.

OAL Pkt No.

EOS 15305-20185

Princeton Public Schools

Princeton and the parents agreed to settle for the following terms:

- 1.) Princeton will place M.V. at the Fusion Academy and be financially responsible for the tuition only for the 2015-2016 and 2016-2017 school years. Princeton will pay Fusion directly ~~under~~ ~~not~~ ~~contract~~.
- 2.) Princeton will conduct evaluations and offer an IEP no later than April 30, 2017 for the 2017-2018 school year.
- 3.) The IEP set forth in paragraph 2 shall be the stay put placement for the 2017-2018 school year. The parents reserve all rights to the 2017-2018 school year, including the parents' right to challenge 2017-2018 placement.
- 4.) Princeton shall reimburse the parents \$2,000 in therapy costs within thirty (30) days of receipt of proof of payment and board approval.
- 5.) The parents waive any and all claims against Princeton through the date of this agreement, including but not limited to all claims under the IDEA, NYS LAD, GSO, etc. The term of this agreement means the parent's signature agreement.

7.2

C.) This agreement is subject to board approval.

X 7.) N.W. will not be considered a Princeton student during the 2015-2016 and 2016-2017 school years.

8.) The parents hereby withdraw any and all OPR requests currently pending with Princeton.

9.) As used in this agreement, "Princeton" refers to the Princeton Public Schools and does not include Princeton Charter School.

10.) CURRENT HOME INSTRUCTION WILL BE MAINTAINED UNTIL FUSION PLACEMENT ~~AND~~ OCCURS.

11.) The parents withdraw the emergent application and the pending due process petition.

On P.W. New

10/29/2015

A.W. o/b/s N.W.

Board President  
Princeton Public Schools